

DEC 22 2005

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For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

*Attorney for Plaintiff*

**IN THE DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS**

**YU SUK CHUNG,**

**Plaintiffs,**

**vs.**

**WOLRD CORPORATION  
A CNMI Corporation.**

**Defendants.**

**Civil Action No. 04-00001**

**MOTION FOR ATTORNEY'S  
FEES and COSTS**

**Date : FEB 16 2006  
Time : 8:30 A.M.  
Judge: Hon. Alex R. Munson**

**INTRODUCTION**

On December 8, 2005 this Court entered Judgment in favor of Plaintiff on his Breach of Contract claim in the amount of \$136,665.00. Pursuant to Rule 54 of the Federal Rules of Civil Procedure, the Plaintiff now moves for an award of attorney's fees and costs. Plaintiff also moves for recovery of nontaxable costs as allowed under this rule.

**AUTHORITY**

Rule 54 (d) (2) of Federal Rules of Civil Procedure provides:

“(A) Claims for attorneys' fees and related nontaxable expenses shall be made by motion unless the substantive law governing the action provides for the recovery of such fees as an element of damages to be proved at trial.

1 (B) Unless otherwise provided by statute or order of the court, the  
2 motion must be filed no later than 14 days after entry of judgment; must  
3 specify the judgment and the statute, rule, or other grounds entitling the  
4 moving party to the award; and must state the amount or provide a fair  
5 estimate of the amount sought. If directed by the court, the motion shall  
6 also disclose the terms of any agreement with respect to fees to be paid  
7 for the services for which claim is made.” USCS Fed Rules Civ Proc R  
8 54

9 The Court’s judgment entered on December 8, 2005 entitles the plaintiff to an award of  
10 attorney’s fees pursuant to the Commonwealth of the Northern Mariana Islands Non-resident Worker  
11 Act. Specifically, 3 CMC 4447 (d) provides:

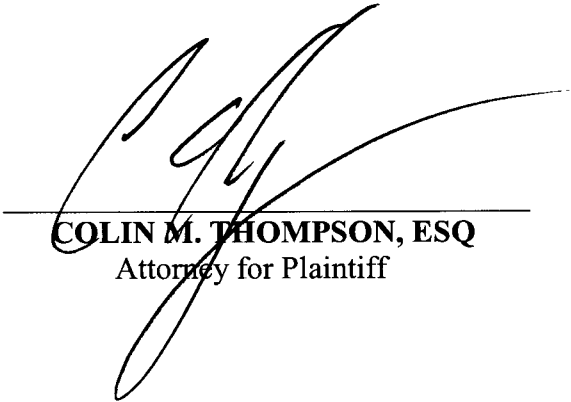
12 “In any action taken directly by or on behalf of a nonresident worker,  
13 notwithstanding any other remedies that may apply, the worker that  
14 prevails in such action shall recover unpaid wages and overtime  
15 compensation, an additional equal amount as liquidated damages, and  
16 court costs. In all cases the court shall, as part of the judgment render a  
17 finding as to the merits of the action. The filing of an action which is  
18 determined by the court to be unfounded or without merit shall be  
19 considered a material breach of contract and shall prevent reentry into the  
20 Commonwealth by the nonresident worker in the event the nonresident  
21 attempts reentry into the Commonwealth within five years from the date  
22 of the court’s decision. **Any employer who violates the provisions of  
23 this chapter or breaches an employment contract with a nonresident  
24 worker, in addition to any other damages which may be awarded the  
25 nonresident worker by the court, shall be awarded reasonable attorney  
fees. However, attorney fees shall not be recoverable against the  
Commonwealth.” 3 CMC 4447 (d)**

26 Plaintiff’s counsel fairly estimates that the attorney’s fees sought amount to approximately two  
27 hundred thousand dollars (\$200,000.00). Plaintiffs will provide the Court with a precise figure and  
28 supporting documentation arrived at through the loadstar method as directed by the Court. Similarly,  
29 the plaintiff will provide the Court with a precise calculation of nontaxable costs as directed.

**CONCLUSION**

The Plaintiff established at trial that defendant World Corporation breached the contract between them and that Mr. Chung was damaged in an amount of \$136, 665.00. Under the controlling law of the Commonwealth of the Northern Mariana Islands, Mr. Chung is entitled by statute to recover attorney fees. “Any employer who ...breaches an employment contract with a nonresident worker...**shall be** awarded reasonable attorney fees. 3 CMC 4447 (d). For the reasons stated, plaintiff respectfully requests the Court to award him attorney’s fees and costs.

Dated this 21<sup>st</sup> day of December, 2005.



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Attorney for Plaintiff